

**REMARKS:**

This is a full and complete response to the Office action dated June 19, 2009. Favorable reconsideration of the claims is respectfully requested.

**REGARDING THE SPECIFICATION:**

Applicants have submitted a substitute specification pursuant to 37 CFR §1.125 (b)-(c). Applicants have submitted a clean version of the amended specification as well as a marked-up version showing the changes. No new matter has been added.

**REGARDING THE CLAIMS:**

Claims 1-9 and 11-21 are pending in the application. Claims 9 and 11-21 have been rejected. Claims 16, 18 and 19 have been amended for clarity. Claims 1-8 are canceled with this reply without disclaimer or prejudice. Applicants reserve the right to re-assert the subject matter of such claims in the present proceeding or another. No new matter has been added.

Applicants respectfully request reconsideration and allowance of these claims in view of the following remarks. As Applicants' remarks with respect to the Examiner's rejections are sufficient to overcome these rejections, Applicants' silence as to assertions by the Examiner in the Office Action or certain requirements that may be applicable to such rejections (e.g., assertions regarding dependent claims, whether a reference constitutes prior art, whether references are legally combinable for obviousness purposes) are not a concession by Applicants that such assertions are accurate or such requirements have been met, and Applicants reserve the right to analyze and dispute such in the future.

**IN RESPONSE TO THE OFFICE ACTION:**

**REJECTION UNDER 35 U.S.C. § 102:**

Claims 9, 11-12, 14 and 17-18 stand rejected under 35 USC §102(b) as being anticipated by Washington, US 4,523,704. Applicants respectfully traverse this rejection, and request the above mentioned rejections be withdrawn.

CLAIM 9

Applicants respectfully submit that **Washington** does not disclose or suggest all the limitations of claim 9. Specifically, Applicants submit that **Washington** does not disclose:

a pliable buffer arranged *within an interior of said access aperture*, said pliable buffer adapted to form-fit about a portion of the fishing rod positioned therein and selectively manufactured from a material that forms a *weather-resistant barrier between an interior and exterior* of said carrier box in the closed configuration when a fishing rod is installed therein. (Emphasis added).

As can be seen from the above claim language, the pliable buffer must be “within an interior” of the aperture and form a weather resistant barrier “between an interior and exterior” of the carrier box. **Washington** discloses a cushion 50 inside of the bottom section of the box, with cut out portions designed to support the rod and reel combination. (See Figure 1, reproduced below; Abstract; col. 3, ll. 11-12; and col. 4, ll. 50-54). Accordingly, Applicants disagree with the Examiner’s assertion that the interior of the carrier box disclosed in **Washington** is analogous to the interior of the access aperture disclosed herein. Applicants respectfully submit that these two features are not the same. The cushion disclosed in **Washington** does not extend into the apertures 44 and 45, as shown below in Figures 1 and 2. Rather, the cushion disclosed in **Washington** is exclusively contained within the box, for the sole purpose of cradling the rod and reel. There is no disclosure or suggestion in **Washington** that the cushion extends into the aperture so as to form a weather-resistant barrier.

Fig. 1

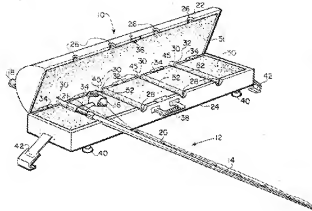
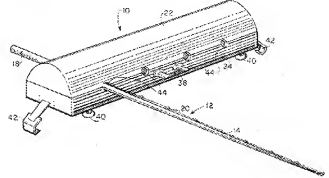


Fig. 2



Furthermore, there is no disclosure in **Washington** that there is a cushion in the top section of the box. As such, formation of a weather-resistant barrier would be impossible. Accordingly, Applicants respectfully submit that **Washington** does not disclose or suggest all the limitations in claim 9.

#### CLAIMS 11 AND 18

Claim 11 depends on claim 9, which has been shown to be allowable over **Washington**. Therefore, at least by virtue of its dependency on claim 9, claim 11 should also be allowable. Applicants further respectfully submit that claim 11 is not disclosed or suggested by **Washington**. Claim 11 recites “an anchor arrangement [2] for securing a distal end of a fishing rod installed in said carrier arrangement at a distance away from said carrier box to the vehicular carrier rack.” Applicants submit that no such “anchor arrangement” is disclosed or suggested in **Washington**.

Applicants note that one embodiment of an anchor arrangement 2 is shown in Figure 1 of the present application as follows:

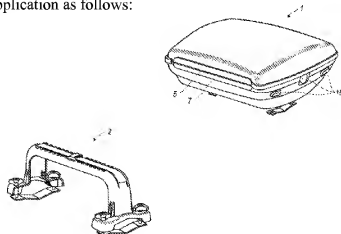


FIG. 1

In one embodiment, a fishing rod can be placed in the carrier box 1, such that the portion containing the reel is completely enclosed in the box. The handle end of the reel may extend out through an aperture in the back of the box. The distal end of the fishing rod will extend out through aperture 5, rest on the grooves of support member 11, and can be secured onto anchor member 2 by use of securing member 13 which will cover the distal end of the fishing rod. (See Figure 4, reproduced below).

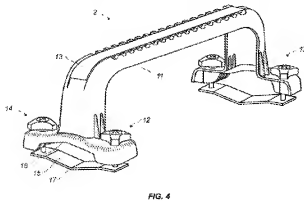
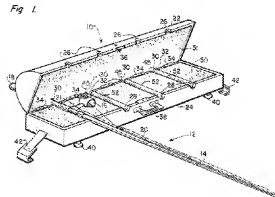


FIG. 4

Referring to Figure 1 of the **Washington** reference, the Examiner asserts that the handle 38 is an “anchor arrangement.” Figure 1 is shown for convenience as follows:



As can be seen above, the handle 38 is not installed a distance away from the carrier box. Instead it is attached to the carrier box, and furthermore is not positioned such that it can secure the distal ends of the fishing rod. As can be seen, the distal end of the fishing rod extends far beyond the handle attached to the bottom section 24, and is not secured in any fashion. Accordingly, **Washington** does not disclose or suggest claim 11. As claim 18 is dependent upon claim 11, which has been shown to be allowable,

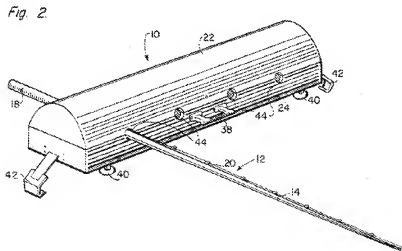
Applicants submit that claim 18 is also allowable at least by virtue of its dependency on claim 11.

#### CLAIM 12

Claim 12 depends on claim 9, which has been shown to be allowable over **Washington**. Therefore, at least by virtue of its dependency on claim 9, claim 12 should also be allowable. Applicants respectfully request that the Examiner withdraw his rejection of claim 12.

#### CLAIM 14

Claim 14 depends on claim 9, which has been shown to be allowable over **Washington**. Therefore, at least by virtue of its dependency on claim 9, claim 14 should also be allowable. Applicants further respectfully submit that claim 14 is not disclosed or suggested by **Washington**. Applicants note that claim 14 recites that "said carrier box tapers toward a forward end thereof for aerodynamic purposes when installed on a carrying vehicle." Applicants submit that no such "tapering" is disclosed or suggested in **Washington**. As can be seen in Figure 2 of **Washington**, reproduced below, the top section 22 of carrier box 10 is of a cylindrical shape. **Washington** does not disclose or suggest a tapered shape for aerodynamic purposes, and accordingly, Applicants submit that **Washington** does not disclose or suggest claim 14.



CLAIM 17

Claim 17 depends on claim 9, which has been shown to be allowable over **Washington**. Therefore, at least by virtue of its dependency on claim 9, claim 17 should also be allowable. Applicants respectfully request that the Examiner withdraw his rejection of claim 17.

**REJECTIONS UNDER 35 U.S.C. § 103:**

CLAIMS 13 AND 21

Claims 13 and 21 stand rejected under 35 USC §103(a) as being unpatentable over **Washington** in view of **Michal**, US 3,662,933. Applicants respectfully traverse this rejection.

Claim 13 depends on claim 9, which has been shown above to be allowable over **Washington**. Therefore, at least by virtue of its dependency on claim 9, claim 13 should also be allowable. Furthermore, Applicants respectfully submit that **Michal** does not add anything which would cure the deficiency in disclosure of **Washington**. Claim 13 recites “a seal arrangement ... between mating portions of said lid and base portions for affecting a seal therebetween in the closed configuration.” Applicants respectfully submit that while **Michal** generally discloses a hinged lid 48 (*See Michal*, col. 2, ll. 5-9), there is no suggestion of a seal arrangement. As such, Applicants respectfully request that the Examiner withdraw his rejection of claim 13.

In reference to claim 21, the Examiner claims that **Michal** shows an anchor arrangement 36 separate from the carrier box and attached to the vehicular rack 32 at a distance away from the carrier box for securing a distal end of a fishing rod 22 installed in the carrier box 46, 47. Applicants respectfully disagree. As seen below in **Michal** Figures 1 and 2, wing nuts 36 are simply used to bolt the carrier box 20 to cross bars 32. This “anchor arrangement,” as characterized by the Examiner, in **Michal**, is not separate from the carrier box 46, 47 and attached to the vehicular rack 32 at a distance away from the carrier box 46, 47, but rather attaches to the carrier box 46, 47. Further, the wing nuts

36 do not secure the distal end of a fishing rod 22, but rather attach the distal end of the carrier box 46, 47 to the vehicular rack 32.

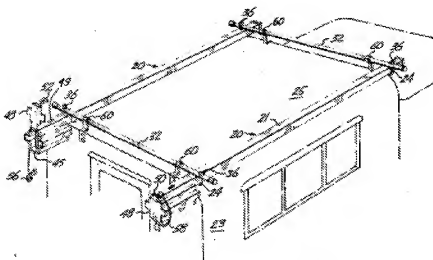
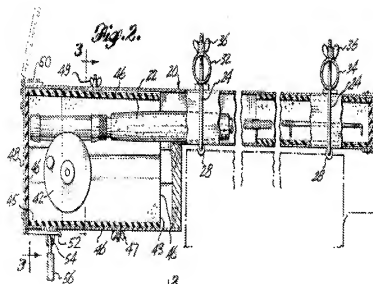


Fig. 1



Accordingly, Applicants submit that **Washington**, even in view of **Michal** does not disclose or suggest claims 13 or 21, and respectfully request that Examiner withdraw his rejection of these claims.

CLAIM 15

Claim 15 stands rejected under 35 USC §103(a) as being unpatentable over **Washington** in view of **Zielinski**, US 5,678,348. Applicants respectfully traverse this rejection.

Claim 15 depends on claim 9, which has been shown to be allowable over **Washington**. Therefore, at least by virtue of its dependency on claim 9, claim 15 should also be allowable. The Examiner asserts that although **Washington** does not show a pliable buffer arranged in the interior of the access apertures, **Zielinski** discloses a fishing rod and reel carrier arrangement having a plurality of apertures 20, 22, 24, 26 having a pliable buffer 60 arranged within the interior which could be provided to the device of **Washington**. Applicants respectfully submit that the limitations of claim 15 were not addressed in the Office action, which recites “said access aperture is formed through said carrier box at said forward end.” See KSR Intern. Co. v. Teleflex Inc., 127 S. Ct. 1727, 1741, *quoting In re Kahn*, 441 F. 3d 977, 988 (“**rejections on obviousness grounds cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning** with some rational underpinning to support the legal conclusion of obviousness”) (emphasis added). Applicants further submit that as **Zielinski** does not contain a carrier box, it does not disclose an access aperture formed through a carrier box at a forward end, and hence does not disclose or suggest the limitations of claim 15.

CLAIMS 16, 19, AND 20

Claims 16, 19 and 20 stand rejected under 35 USC §103(a) as being unpatentable over **Washington**. Applicants respectfully traverse this rejection.

Claims 16, 19 and 20 depend on claim 9, which has been shown to be allowable over **Washington**. Therefore, at least by virtue of their dependency on claim 9, these claims should also be allowable. Applicants respectfully request that the Examiner withdraw his rejections of these claims.

Furthermore, the Examiner cites In re Harza, 124 USPQ 378, to reject claim 20 as obvious in light of **Washington**. Applicants respectfully submit that having one aperture to carry more than one fishing rod is not merely a duplication of parts for multiplied



effect. Claim 20 recites “wherein said access aperture is sized to carry more than one fishing rod within said access aperture.” The claimed subject matter is designed such that one or more fishing rods can be stored and carried, no matter their relative sizes or shapes. Staggering of the reels and rods can allow for a large number of reel and rod combinations to be transported at once. In contrast, **Washington** discloses a box with four fixed apertures, so that possible variations in rod and reel size and shape will make it difficult if not impossible to transport the rods.

Additionally, the claimed subject matter has a hollow interior, which further allows for a plurality of shapes and configurations of rods and reels to be stored inside, and makes possible the staggering of the reel and rod combinations discussed above. In contrast, **Washington** discloses a cushion on the bottom portion of the inside of the box, with cut out portions to accommodate the reel. As such, **Washington** teaches away from having a single access aperture to accommodate multiple rods because the cushion on the bottom portion of the box has cutouts for individual reels. Consequently, Applicants submit that the Examiner’s assertion that “it would have been obvious to secure more than one rod depending on the size of the rods and the size of the aperture” (*See* Office Action mailed June 19, 2009, p. 5-6) is against the teaching and disclosure of **Washington**, and Applicants submit that **Washington** does not suggest the limitation of claim 20.

In view of the comments above, it is respectfully requested that the rejections be withdrawn and a Notice of Allowance issue with respect to the currently pending claims.

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The undersigned representative requests any extension of time that may be deemed necessary to further the prosecution of this application.

The undersigned representative authorizes the Commissioner to charge any additional fees under 37 C.F.R. 1.16 or 1.17 that may be required, or credit any overpayment, to Deposit Account No. 14-1437, referencing Attorney Docket No.: 7289.075.NPUS01.

In order to facilitate the resolution of any issues or questions presented by this paper, the Examiner may directly contact the undersigned by phone to further the discussion.

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Respectfully submitted,

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